Exhibit A To Opinion Of Borrower's Counsel

(To be used in HUD-Insured Multifamily Transactions)

U.S. Department of Housing and Urban Development Office of Housing

OMB Approval No. 0000-0000 (Exp. 00/00/00)

day of

Public Reporting Burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, DC 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0468), Washington, DC 20503. Do not send this completed form to either of the above addresses.

CERTIFICATION OF BORROWER

This Certification of Borrower is made the

	, 20, by, (Borrower) for	
reliance up	on by (Borrower's Counsel) in	
which this (Counsel as		
	(Lender) to Borrower. In connection with the Opinion Letter, ereby certifies to Borrower's Counsel for its reliance, the truth, accuracy and ess of the following matters:	
1.	The Organizational Documents are the only documents creating Borrower or authorizing the Loan, and the Organizational Documents have not been amended or modified except as represented to Borrower's Counsel and as represented in the Opinion Letter.	
2.	The terms and conditions of the Loan as reflected in the Loan Documents as defined in the Opinion Letter to which this is attached have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Loan Documents.	
3.	Borrower was formed under the laws of the State [Commonwealth] of	
4.	The execution and delivery of the Loan Documents as defined in the Opinion Letter to which this is attached will not (i) cause Borrower to be in violation of or constitute a material default under the provisions of any agreement to which Borrower is a party or by which Borrower is bound, (ii) conflict with, or result in the breach of, any court judgment, decree or order of any governmental body to which Borrower is subject, or (iii) result in the creation or imposition of any lien, charge, or encumbrance of any	

nature whatsoever upon any of the property or assets of Borrower, except

- as specifically contemplated by the Loan Documents as defined in the Opinion Letter to which this is attached.
- 5. There is no litigation or other claim pending before any court or administrative or other governmental body against Borrower (or general partner, managing member, or similar person or entity thereof) any Principals of Borrower (as Principal is defined in the HUD regulations in 24 CFR 200.15, or any successor regulation), the Property, or any other properties of Borrower [except as identified on Exhibit___, List of Litigation, in the Opinion Letter.]
- 6. There is no default under the Public Entity Agreement (PEA) (as defined in the Opinion Letter to which this is attached) nor have events occurred that with the passage of time will result in a default under the PEA and/or the Regulatory Agreement between Borrower and HUD.
- 7. There are no side-deals (transactions outside the parameters of the HUD form closing-Ddocuments and the commitment that amend, or are inconsistent with, the terms of said HUD form closing dDocuments or commitment) between Borrower and any party to the transaction other than as disclosed in the Documents.
- 8. There are no liens or encumbrances against the Property that are not reflected as exceptions to coverage in the Title Policy.

NOTE: The definition of any capitalized term or word used herein can be found in the Instructions to Guide for Opinion of Borrower's Counsel, the Guide for Opinion of Borrower's Counsel, the Regulatory Agreement between Borrower and HUD, the Note, and/or the Security Instrument.

IN WITNESS WHEREOF, Borrower has executed this Certification of Borrower effective as of the date set forth above.

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DORROWE	EK.	
/s/		
/s/		

Each signatory below hereby certifies that the statements and representations contained in this instrument and all supporting documentation thereto are true, accurate, and complete. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Name of Entity:			
Ву:	/s/		
	Printed Name, Title: _		
	Dated:		
Ву:	/s/		
	Printed Name, Title: _		
	Dated:		

[ADD ADDITIONAL LINES IF MORE THAN TWO SIGNATORIES]

Warning

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.